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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROCHE DIAGNOSTICS GMBH and
ROCHE MOLECULAR SYSTEMS, INC.,

Plaintiffs,

- against -

ENZO BIOCHEM, INC. and
ENZO LIFE SCIENCES, INC.

Defendants.

04 CV 4046 (RJS)

STIPULATION, ORDER AND JUDGMENT

Greenberg Traurig, LLP ("GT"), former counsel to Enzo Biochem, Inc. and Enzo Life Sciences, Inc. (collectively "Enzo"), previously moved to withdraw as counsel and for a charging lien. This Court issued a Sealed Memorandum and Order on May 9, 2014 (a) granting GT's Motion to Withdraw, (b) confirming GT's statutory entitlement to a charging lien, and (c) deferring the determination of the value of the charging lien. GT subsequently moved to determine the value of the charging lien. In a Sealed Opinion and Order dated December 30, 2014, this Court preliminarily determined the value of the charging lien.

On June 26, 2015, this Court conducted a settlement conference with GT and Enzo wherein the parties agreed to settle their disputes. The parties agree, and this Court hereby orders and adjudges, as follows:

GT shall be entitled to a charging lien pursuant to New York Judiciary Law Section 475 in the amount of 7.5% of any "Recovery" Enzo receives from Roche Diagnostics GMBH or

Roche Molecular Systems, Inc. (collectively "Roche") in this action (the "Roche Litigation"). "Recovery" shall mean any license, sublicense, covenant, agreement, property, royalty, milestone payment or other payment or credit whatsoever, which Enzo receives from Roche in settlement of the Roche Litigation or in any non-appealable judgment in the Roche Litigation, regardless of whether one or more claims asserted by Enzo in the Roche Litigation remain unresolved or are decided in favor of Enzo against any party added to the Roche Litigation subsequent to the date of this Stipulation, Order and Judgment.

GT shall have execution for the charging lien on any Recovery referred to above forthwith which has not been satisfied.

Upon GT's receipt of payment of 7.5% of any Recovery Enzo receives from Roche or, if there is no Recovery, then upon the final dismissal of this action with prejudice or, upon resolution of this action after all appeals are final, the GT lien shall be dismissed with prejudice by GT within two (2) business days thereof. GT shall take all reasonable actions necessary to have such lien dismissed and provide reasonable assistance to Enzo to have such lien dismissed at no cost to Enzo.

The parties further agree, and this Court hereby further orders and adjudges, as follows:

Upon GT's receipt from Enzo of the Settlement Payment as provided in paragraph 2(a) of the Settlement Agreement between GT and Enzo dated as of December 2, 2015, the Escrow Funds as defined in (a) the Escrow Agreement dated as of June 20, 2014 by and among Enzo, PerkinElmer, Inc. and PerkinElmer Health Sciences, Inc. and Kramer Levin Naftalis & Frankel LLP ("Kramer Levin") and (b) the Escrow Agreement dated as of April 23,

2015 by and among Enzo, Molecular Probes Inc. and Kramer Levin, shall be paid to Enzo Biochem, Inc. forthwith.

Dated: December 3, 2015

FRIEDMAN KAPLAN SEILER &
ADELMAN LLP

By: 

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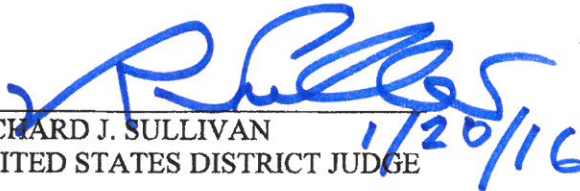
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SO ORDERED:


RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE